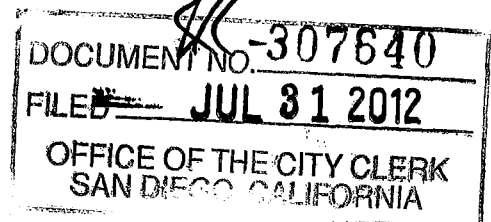


**DUPLICATE ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
DYETT & BHATIA  
FOR  
SOUTHEASTERN SAN DIEGO COMMUNITY PLAN UPDATE**

**CONTRACT NUMBER: H125615**



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## CONSULTANT AGREEMENT EXHIBITS

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND DYETT & BHATIA  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Dyett & Bhatia, Urban and Regional Planners, a California Corporation [Consultant] for the Consultant to provide Services to the City for planning.

**RECITALS**

The City wants to retain the services of a planning firm to provide planning services [ the Services].

The Consultant has the expertise, experience and personnel necessary to provide the Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Services.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I**

**CONSULTANT SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Consultant shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City

**1.2 Contract Administrator.** The Development Services Department is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the Development Services Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an

increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## ARTICLE II

### DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion

of the Scope of Services or August 3, 2017 whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly



filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, for a total contract amount not exceeding \$829,500.

**3.2 Additional Services.** The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

## ARTICLE IV

### CONSULTANT'S OBLIGATIONS

**4.1 Industry Standards.** The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent planning firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents,

and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1 Accounting Records.** The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual

aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.3.1.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

#### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

#### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

**4.4.1.1** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

**4.4.1.2** The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subcontractor listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E ].

**4.7.1 Consultant's Notice to Employees.** The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Product Endorsement.** The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.9 Conflict of Interest.** The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.9.1** If, in performing the Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of



interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**4.9.1.2** If the City requires the Consultant to file a statement of economic interests as a result of the Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.9.2** The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.9.3** The Consultant's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.9.4** If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

**4.10 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.11 Compensation for Mandatory Assistance.** The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.12 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.13 Notification of Increased Construction Cost.** If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.14 ADA Certification.** The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

## ARTICLE V

### RESERVED

## ARTICLE VI

### INDEMNIFICATION

**6.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

## ARTICLE VII

### MEDIATION

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## ARTICLE VIII

### INTELLECTUAL PROPERTY RIGHTS

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant’s work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees,

agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication.** Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

**8.9 Ownership of Documents.** Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

## ARTICLE IX

### MISCELLANEOUS

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Development Services Department, 1222 First Avenue, San Diego, CA 92102, Attn: Karen Bucey, MS413 and notice to the Consultant shall be addressed to: Dyett & Bhatia, 755 Sansome Street, Suite 400, San Francisco, CA 94111, Attn: Rajeev Bhatia.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**9.5 Consultant and Subcontractor Principals for Consultant Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Rajeev Bhatia, Principal-in-Charge and Project Director [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the

**9.13 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Services.

**9.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**9.19 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.20 Consultant Evaluation.** City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

**9.21 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.22 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all

continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.23 Vendor Registration.** All consultants, subconsultants, contractors, subcontractors and vendors wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department.

Registration will be a prerequisite for the following:

- a) Submission of contract or subcontract proposals for City projects,
- b) Acceptance of all consultant and vendor bills and invoices to the City, and
- c) Award of all contracts issued by the City.

Contractor/Vendor Registration shall remain valid for 2 years from the date the registration form is submitted, and must be renewed at the time.

It shall be the Prime Consultant's responsibility to ensure that all its proposed subcontractors submit the Contractor/Vendor Registration form prior to the award of the agreement. Electronic copy of the Contractor/Vendor Registration form is available for download from the following site: <http://www.sandiego.gov/purchasing/vendor/index.shtml>.

**9.24 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit H). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

**9.25 Equal Benefits Ordinance.** This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit J. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.




Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

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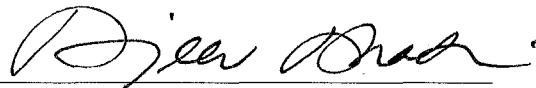
IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - 307640, authorizing such execution, and by the Consultant pursuant to Corporate Resolution dated June 16, 2009 of Dyett & Bhatia, Urban and Regional Planners.

Dated this 3<sup>rd</sup> day of August, 2012.

THE CITY OF SAN DIEGO  
Mayor or Designee

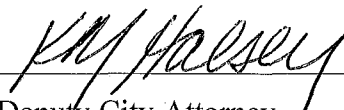
By:   
W. Downs Prior  
Principal Contract Specialist  
Public Works Contracting

I HEREBY CERTIFY I can legally bind Dyett & Bhatia and that I have read all of this Agreement, this 25<sup>th</sup> day of June, 2012.

By:   
Rajeev Bhatia  
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3<sup>rd</sup> day of August, 2012.

JAN I. GOLDSMITH, City Attorney

By:   
Deputy City Attorney

R-307640

## **CONSULTANT AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form
- Exhibit J - Equal Benefits Ordinance Certification of Compliance

## SCOPE OF SERVICES

# SOUTHEASTERN SAN DIEGO COMMUNITY PLAN UPDATE (H125615)

### 1.0 BACKGROUND

The Southeastern San Diego Community Plan update will be developed through a collaborative effort between City staff, community stakeholders and a multi-disciplinary consulting team. This planning effort will result in two Community Plan updates; one for Southeastern San Diego (west of Interstate 805) and one for the Encanto Neighborhoods (east of Interstate 805). These updates will implement the 2008 General Plan and establish specific goals and policies related to the communities of Southeastern San Diego and the Encanto Neighborhoods. The community plan elements to be included in the update are: Land Use (Housing); Mobility; Urban Design; Economic Prosperity; Public Facilities, Services and Safety; Recreation; Conservation; Noise; Historic Preservation; and Arts and Culture for each community planning area including Southeastern and Encanto Neighborhoods.

The updates will build upon the two San Diego Association of Governments (SANDAG) Smart Growth Incentive Program (SGIP) master planning efforts that are currently underway. These two SGIP master planning efforts include the Commercial & Imperial Corridor Master Plan areas along Commercial and Imperial Avenues from Interstate-5 to Interstate-805 as well as the Euclid+Market Land Use and Mobility Plan area located along Euclid Avenue, Market Street and Imperial Avenue south of SR-94. The community plans will also draw from and integrate two master planning efforts anticipated to begin in 2012: Euclid Avenue Master Plan and National Avenue Master

Plan, the State Route 94 Euclid Avenue interchange studies being conducted by the City of San Diego and Caltrans, and the 47<sup>th</sup> Street Trolley Station/Interstate 805 BRT study being conducted by SANDAG; recommendations for land use, circulation, public facilities, and other community improvements will be integrated into the community plans.

The Community Plan updates will build off these efforts and use the data and community input collected to evaluate existing conditions on a community-wide level and develop the long-term vision for the communities of Southeastern San Diego and the Encanto Neighborhoods. In addition to data previously collected, the San Diego Association of Governments (SANDAG) release of 2010 census data profiled to the City's community plan areas must be the primary data source for demographic and housing unit information for the San Diego Southeastern and Encanto Neighborhoods. SANDAG is the preferred data source for community plan area median household income.

This comprehensive program will be undertaken in order to be consistent with State's planning priorities including reducing greenhouse gas emissions; promoting public health; improving air and water quality; reducing automobile use and fuel consumption; encouraging efficient development patterns; protecting natural and agricultural resources; encouraging infill and compact development; revitalizing urban and community centers; increasing availability of affordable housing; promoting water conservation; improving the infrastructure system; and promoting energy efficiency and conservation measures.

## **2.0 SCOPE OF SERVICES**

The primary components of the plan update work program include: (1) Project Management and Administration, (2) Community Outreach and Community Planning Group Participation, (3) Existing Conditions Analysis and Assessment, (4) Community Plan Update Concepts, (5) Associated Technical Studies, (6) Community Plan Update

Preparation and development of the Final Community plan and associated documents; and, (7) Public Hearings.

Information collected for the plan updates will also be utilized for the EIR on the plans; however, the EIR is not part of this scope of work. To ensure cohesive integration of various technical topics and to ensure clarity in terms of scope and deliverables, the scope shall contain the following:

- **Analysis for individual technical topics:** Existing conditions information for all technical studies (such as air quality, transportation, etc.), with the exception of economics, will be folded into the two existing conditions reports (one for each project area). Existing economic conditions will be presented in the analysis along with projected economic impact and feasibility. Also, existing conditions information will be collected and presented only once, at the time of the existing conditions report or economic report (that is, it will not be updated at the culmination of the project).
- **Community Plan (Future scenario) analysis:**
  - **Policies:** Policies, text, drawings etc. relating to individual topics will be folded into the community plans.
  - **Assessments/Reports to assist with EIR analysis:** Technical information to enable write-up of the EIR sections (such as tables for air quality, noise maps, future traffic conditions, etc.) will be provided; however the scope does not assume actual write-up of any of the EIR sections, or identification of mitigations. The assessments/reports for the topics at the culmination of the project will not contain any additional information besides this technical information (such as repeat or update of existing conditions already included in existing conditions reports).

## **2.1 PROJECT MANAGEMENT AND ADMINISTRATION**

- 2.1.1 Key Point of Contact:** Consulting project manager shall manage his/her own staff and sub-consultants and be the key point of contact for the City project manager. Consulting project manager shall be the primary person responsible for the coordination and production of the work product. Consulting project manager shall maintain the project schedule and budget.
- 2.1.2 Staff Coordination:** Consulting project manager shall conduct regular coordination and status meetings with City staff to review project task milestones, project budget, obtain City approvals, make decisions and discuss issues that have the potential of adversely affecting the project budget, schedule, or product.
- 2.1.3 Internal Meetings:** Consulting project manager shall prepare meeting agendas in consultation with the City project manager, distribute agendas prior to meetings, arrange for appropriate participants to attend, and distribute meeting notes for regular project status meetings, community planning group meetings, and public meetings. Meeting minutes shall be distributed within seven working days of the meeting and shall include the issues discussed, action items, and responsible parties.
- 2.1.4 Monthly Progress Reports:** Consulting project manager shall develop, maintain, and provide to the City project manager monthly progress memos as well as biweekly verbal updates that address the progress of work, project schedule in Microsoft Excel or Project format, project budget, information/decisions required to maintain the project schedule and complete deliverables, problems encountered that may affect the schedule, budget, or work products, and anticipated work, action items, and review activities for the following month.
- 2.1.5 Quality Control:** Consulting project manager shall provide internal

quality control review of all deliverables.

**DELIVERABLES:**

- Agendas and minutes for internal status meetings,
- Monthly progress memos, including budget reports, and schedule.

**2.2 COMMUNITY OUTREACH & COMMUNITY PLANNING GROUP PARTICIPATION**

To achieve the desired level and commitment of community involvement in the Community Plan update process, the City will work with the two officially-recognized planning groups- Southeastern San Diego and Encanto Neighborhoods, that will provide an open and public forum for community members to provide input and advisory recommendations to the City decision-makers relative to the various Plan update components.

Stakeholders who will participate in the creation of the two community plans and associated regulatory documents could include, but are not limited to, residents, property owners, business owners, non-profit organizations, as well as public agencies. In addition to established and recent immigrant groups, there are numerous business stakeholders and interest groups active in the planning area who are either minority or low-income stakeholders or who provide services for disadvantaged communities.

**2.2.1 Outreach and Media Plan:** In consultation with the City, Consultant shall prepare community outreach and public participation program and develop a media strategy for outreach that accommodates participants in both English and Spanish. The City will maintain project websites for the community plan updates. Consultant will provide web-ready content, such as meeting agenda and summaries.



**2.2.2 Community Planning Group Meetings:** Consultant shall facilitate up to twelve (12) community planning group meetings (total together of the two community planning groups) in English and Spanish. Topics will include identifying issues, goals, priorities, elements and land use plans for each of the community planning areas. If feasible and appropriate, meetings may be combined between the Southeastern and Encanto community planning groups or else held on back-to-back days. Consultant shall prepare all meeting agendas and summaries in English and Spanish.

**2.2.3 Community Audit:** Consultant shall conduct up to four (4) community audits in various parts of the community plan update areas (two in each planning area). These audits may be conducted by bus, walking or self-directed and will be combined with (or immediately precede) scheduled community planning group meetings (task 2.2.2) or community workshops (task 2.2.4). Consultant shall prepare any materials/toolkits in English and Spanish.

**2.2.4 Community Workshops:** Consultant shall conduct up to six (6) community workshops (three (3) workshops in each community planning area) to educate and introduce stakeholders to the community plan update process and prior work completed as part of the SGIP master planning processes; establish community issues, overall vision and goals; create draft land use alternative maps; and evaluate draft community plan elements. The workshops shall be up to four (4) hours in length. Consultant shall prepare materials, presentations, and summaries of workshops in English and Spanish.

**2.2.5 Multi-Jurisdictional and Community Organization Meetings:** Consultant shall make up to ten (10) presentations (total for the two plans) to other agencies and community organizations as necessary to understand key issues, aspirations, and concerns of public agencies and

community groups. Consultant shall prepare summaries of organization meetings in English.

Consultant shall conduct up to 20 stakeholder interviews or small focus groups (10 for each plan update area) up to one hour in length for each. At least half (10) of these meetings are anticipated to occur at the outset of the planning process, over a one or two-day period, to understand critical issues that the plans will need to address. Consultant shall prepare a stakeholder summary report in English following the initial set of meetings. Additional meetings may be held at key milestones in the process to gather feedback on the evolving plans.

**DELIVERABLES:**

- Public outreach and participation program media strategy
- English and Spanish agendas, materials, presentations, and meeting summaries for the community planning group meetings, community workshops, and walk audits
- English agendas, materials, and meeting summaries for the multi-jurisdictional/community organization and stakeholder meetings

**2.3 EXISTING CONDITIONS ANALYSIS & ASSESSMENTS**

Existing conditions will be analyzed to understand key issues in the planning areas and to serve as setting information for subsequent environment review. The subtasks below (2.3.3 – 2.3.4) will be combined into one deliverable, the Existing Conditions Report, for each planning area. This includes existing mobility, environmental conditions (i.e., air quality, noise, greenhouse gas emissions, historic resources, hazardous materials), as described in in Task 2.5 and Task 2.6 respectively, which will be prepared simultaneously and included in the Existing Conditions Reports.

**2.3.1 Prepare Existing Conditions Base Maps:** Consultant shall prepare existing and planned land use, transportation and circulation, and urban forestry base maps (report and display size). Maps and files related to the study area can be found on the City's website at <http://www.sandiego.gov> or through the website of SanGIS at <http://www/sangis.org>. Any additional files or information can be requested and City staff will evaluate the request on a case-by-case basis. Aerial photos may require a licensing agreement with the City at no cost.

**2.3.2 Existing Conditions Reconnaissance Report:** Consultant shall prepare reports (one for each planning area) that document existing conditions within the plan update areas. Consultant shall partly rely on information developed as part of the Commercial and Imperial Corridor master planning effort and the Euclid + Mobility Land Use and Mobility Plan effort. The reports will include the following topics:

**2.3.3** Land use, mobility (scope defined in greater detail in Task 2.5), urban forestry, public health, demographics and urban form.

**2.3.4** Public facilities: including fire, police, parks and recreation, street infrastructure, sewer and water infrastructure.

**DELIVERABLES:**

- Base maps
- Southeastern and Encanto Existing Conditions Reports

**2.4 ECONOMIC FEASIBILITY ANALYSIS**

**2.4.1 Prepare Long Term Real Estate/Market Demand Analysis Report:** Consultant shall prepare long-term (2012-2032) forecast of demand for different land uses, in ten year increments, based upon regional and

local economic trends and competitive position for each land use including: Market rate residential; Office commercial; Retail commercial; Industrial including R&D, manufacturing and distribution. This forecast must be specific to the San Diego Southeastern and Encanto community plan area boundaries; one report will be prepared that covers both plan areas. In addition, the consultant must project each community plan areas' employment, in ten year increments from 2012 to 2032, by major North American Industrial Classifications. The long-term employment demand analysis is required to assess long-term space demand for the major land use categories of commercial office, industrial land, manufacturing and R&D. Community commercial retail employment projections, in ten year increments from 2012 to 2032 are also required Community based retail space demand analysis must be based on population increases as well as an evaluation of employment based analysis. Refer to Task 2.4.4, which discusses the nexus between task 2.4.1 and 2.4.4.

**2.4.2 Prepare Green Building and Affordable Housing Density Bonus Incentives Feasibility Analysis:** Consultant shall prepare feasibility analysis memorandum that includes market research, estimate of affordable rents, and base case financial pro forma that covers both plan areas.

**2.4.3 Prepare Financial Feasibility Testing:** Consultant shall test the financial feasibility of 5 key development sites within the Southeastern San Diego and Encanto Neighborhoods and prepare pro forma analysis of five sites selected in consultation with the City. Results will be presented in a memorandum.

**2.4.4 Prepare Economic and Fiscal Impact Analysis of Preferred Alternatives:** Consultant shall estimate the economic impact of the preferred land use plan and shall include: Direct employment; Estimated

employment; Wages of those jobs induced and indirect jobs through the multiplier effect; Gross regional product and cost versus revenue impact of the preferred alternative. These studies must identify economic and fiscal impact for each community separately. SANDAG data is the City's preferred source for employment based job information for these communities. SANDAG's employment information must be related to other source data for validation. The Contractor is responsible for procuring the most recent base year employment data from SANDAG's Service Bureau, which is a fee-for-service consulting arm of SANDAG. In addition, the consultant must project each community plan areas' employment, in ten year increments from 2012 to 2032, for the commercial office, industrial, manufacturing and R&D land uses. Commercial retail employment projections must be based on population increase as well as an evaluation of employment based analysis. These studies must identify economic and fiscal impact for each community separately. The projected employment analysis will be used in 2.4.1

**2.4.5 Attend Internal, Community Planning Group and Decision-maker meetings and hearings:** Economics sub-consultant shall attend up to two community planning group meetings as well as Planning Commission and City Council hearings listed in Section 2.7.

**DELIVERABLES:**

- Long term real estate/Market Demand Analysis Report (one combined report for the two community plans)
- Green building and affordable housing density bonus incentives feasibility memorandum,
- Financial Feasibility Testing
- Economic and fiscal impact analysis of preferred alternative

## 2.5 MOBILITY PLANNING AND ANALYSIS

The Consultant shall prepare a mobility study that evaluates the adequacy of the transportation system as a whole as well as along key corridors and intersections within the Community Plan update area for existing conditions and for community plan update land use and mobility alternatives. The Consultant shall develop, analyze, and present specific multi-modal transportation improvement alternatives and recommendations for community consideration to provide a safe and balanced multi-modal transportation system. The study shall be organized by community planning area and prepared in conformance with the City's most recent Traffic Impact Study Manual. Separate technical reports will be provided for Southeastern and Encanto planning areas and integrated with other deliverables for the two plans, as described earlier.

**2.5.1 Research:** The Consultant shall become familiar with relevant public and private plans, projects, and transportation studies in the vicinity of the planning area including the Regional Transportation Plan.

**2.5.2 Data Collection:** Consultant shall compile and collect existing conditions data along the street network providing traffic circulation and regional access as well as identified pedestrian and bicycle routes and transit services and infrastructure. Specific information to be collected/compiled includes traffic collision summaries, average daily traffic (ADT) counts including vehicle classification information, morning, (limited) noon, and evening peak-period intersection turning movement counts including pedestrian and bicycle counts, street and lane widths, intersection lane configurations, traffic speed data, existing traffic signal timing data, transit service and ridership data, transit operations and infrastructure information, pedestrian and bike facilities information, and parking information. Consultant team shall provide all necessary existing traffic counts determined in coordination with

SANDAG staff to calibrate the traffic model.

**Study area includes:**

- Roadway Segments – all Circulation Element roads and one segment beyond community planning area boundaries where not separated by freeways and natural barriers (*approximately 160 roadway segments*)
- Freeway Segments – all freeway segments within the two CPAs and one interchange beyond. (*approximately 30 freeway segments*)
- Intersections – including the following four sets of intersections: (1) key study intersections from the Commercial/Imperial Corridor project; (2) key study intersections from the Euclid+Market project; (3) key study intersections from the National Avenue Corridor project; all of the ramp intersections that provide access to the two communities; (4) intersections where both streets meet one of the conditions – 4 or more lanes, 3-lanes carries over 15,000 ADT, or 2-lanes carries over 10,000 ADT. (*approximately 80 intersections*).

Queuing analysis will be conducted at all of the study area intersections.

- Ramp Metering – all freeway on-ramps with metering that provide primary freeway outbound access for the communities.
- ILV – As per City staff's direction, no ILV analysis will be performed for this project.
- Multi-modal (CSLOS) corridors – Six corridors were selected based upon existing and future bicycle facilities, transit routes,

2012 SANDAG Smart Growth Concept Map, as well as the proposed study area intersections (for data sharing purposes, include: Market Street, Imperial Avenue, National Avenue/Logan Avenue (I-5 to 47<sup>th</sup> Street), 43<sup>rd</sup> Street (Logan Avenue to Division Street), 47<sup>th</sup> Street, and Euclid Avenue. (*approximately 42 segments*)

- Parking – the parking analysis will be based on two stages: (1) a high-level drive-by occupancy review; (2) based on findings from Stage (1) and input from City’s community planners, conduct parking analyses for focused area with potential parking deficiencies.

*Given that a number of projects are currently being studied in these two community plan areas, approximately 30% of the intersection counts and 30% of the roadway segment counts can be found in these studies and the City of San Diego’s count bank.*

**2.5.3 Existing Conditions and Mobility Assessment:** The Consultant team shall conduct a multi-modal mobility assessment of existing conditions. Analysis of the subtasks below will be included in the Existing Conditions Reports defined in Task 2.3.2, as a stand-alone chapter and appendices, as needed. This task entails, but is not limited to, the following:

**2.5.3.1 Pedestrian Facilities** - Evaluate pedestrian safety, ADA accessibility, connectivity, walkability and quality of service at key intersections and roadway segments along identified pedestrian routes selected in consultation with City staff. Refer to the Pedestrian Master Plan for relevant information.

**2.5.3.2 Bicycle Facilities** - Evaluate bicycle needs, accessibility, safety, connectivity, convenience and level of service at key



intersections and key roadway segments along identified bicycle routes. Refer to the draft Bicycle Master Plan Update for relevant information.

**2.5.3.3 Transit Facilities** – Measure the effectiveness and level of service of transit serving infrastructure, transit service/s, and transit performance. Evaluate transit accessibility and transit/land use linkages.

**2.5.3.4 Traffic Circulation** - Analyze traffic circulation and regional accessibility and evaluate safety, capacity, efficiency, traffic control devices, and levels of service at key freeway segments, on-ramps, roadway segments and intersections along identified traffic circulation corridors for daily and morning, (limited) mid-day, and evening peak period conditions. The analysis should include transportation system performance measures including vehicle miles traveled, vehicle hours traveled, mode split, system and corridor delays, travel times, queuing, and stops.

**2.5.3.5 Goods Movement** – Evaluate the transportation infrastructure serving truck traffic circulation and accessibility needs.

**2.5.3.6 Parking** - Assess all types of on-street and public off-street parking demand and supply based on the policies set forth in the Mobility Element of the General Plan. The analysis should include an evaluation of costs associated with parking.

**2.5.3.7 Opportunities and Constraints:** Identify opportunities and constraints with respect to pedestrian, bicycle and automobile modes, parking and truck access. Work with SANDAG and MTS to identify opportunities and constraints with respect to transit service.

## **2.5.4 Draft Mobility Element Concepts**

Based on the existing conditions analyses and assessment, and in conjunction with draft future land use concepts (Task 2.6.10), and community input, the Consultant team shall develop mobility concepts for the community planning areas. The mobility concepts should address existing mobility deficiencies within the plan update area and identify how each mode would be accommodated in the study area. These concepts shall be consistent with the goals and policies included in the General Plan Mobility Element. This task entails, but is not limited to, the following:

- 2.5.4.1** Evaluating the adequacy of transportation systems as a whole as well as along key corridors and intersections.
- 2.5.4.2** Evaluating regional accessibility within the Community Plan Update area
- 2.5.4.3** Identifying measures that address shortfalls in pedestrian and bicycle mobility and are supportive of transit use.
- 2.5.4.4** Identifying intersection and roadway improvements to address pedestrian, bicycle, and transit needs.
- 2.5.4.5** Identifying measures to address vehicular traffic circulation needs.
- 2.5.4.6** Identifying measures to address public parking demand and optimize parking supply.
- 2.5.4.7** Identifying measures to address goods movement needs.
- 2.5.4.8** Developing Mobility Concepts within the Community Plan Update area. To the extent possible, Mobility Concepts should describe the number and widths of through and turn lanes,

driveways, bike/shared use paths, bike lanes, bike routes, parking, raised median, sidewalks (including treatments and widths of edge/curb, furnishings, throughway, and frontage zones), curb extensions, pedestrian crossing treatments, transit stop locations, transit treatments (stations/stop treatments, queue jumps, traffic signal priority), landscaping and street trees, truck access, etcetera.

#### **2.5.4.9 Preliminary Assessment/Screening of Land Use and Mobility Concepts**

##### **2.5.4.9.1 Develop Preliminary Assessment Evaluation**

**Criteria:** Work with the community to develop mobility-related evaluation criteria to be included in a Screening Matrix that will provide a preliminary assessment of the scenarios of combined land use and mobility concepts in order to gain an understanding of which scenarios and/or concepts work well and which may be undesirable or have fatal flaws. The Screening Matrix and Evaluation Criteria will include various categories in addition to mobility. Examples of potential criteria include pedestrian and bicycle access to transit, traffic congestion, etc.

##### **2.5.4.9.2 Preliminary Assessment of Concepts/Scenarios:**

Apply the mobility-related evaluation criteria to the land use/mobility concepts and scenarios to reduce the number of alternatives for detailed analysis. This will require mid-level analysis to inform the screening process. It is not anticipated that it would be necessary to perform travel forecast model runs other than the adopted community plan travel forecast

for this assessment. For example, if traffic congestion was an evaluation criteria, the analysis required may include calculating the trips generated for each TAZ under the land use scenario and identifying key street segments/intersections that may be significantly impacted or experience significant congestion.

**2.5.4.10 Refinement of Concepts/Scenarios to form Community Plan Alternatives:** Based on the results of the Preliminary Assessment of Concepts/Scenarios and community input, develop up to eight (8) Community Plan Land Use and Mobility scenarios for more detailed analysis.

**2.5.5 Travel Forecasting Model:** The consultant shall work closely with SANDAG to forecast VMT, VHT, mode share, and daily traffic volumes for the base year (including calibration to meet the City's targets to the extent possible—seven (7) runs as per SANDAG's recommendation and City's approval), and up to eight (8) future land use and mobility network scenarios, including the adopted community plan build-out. Consultant shall validate the base year (to be provided by the City) and future travel forecast scenarios' land use inputs, trip generation rates, roadway classifications, intersection and roadway segment lane configurations, traffic controls, transit route information, identify needed select zone and select link analyses that should be incorporated in the model runs, and review model calibration and forecast results. The consultant will review and evaluate the travel forecasts for quality, soundness, and accuracy per the Calibration and Travel Forecasting Process writeup dated 5-11-2012. Consultant shall be responsible for all modeling expenses to be paid to SANDAG.

**2.5.6 Community Plan Alternatives Future Conditions Analysis:** This tasks will evaluate future conditions and potential hot spots for the

alternatives, including the preferred alternatives, for each planning area. Existing conditions information will not be updated or reiterated for these deliverables, but will be referenced to direct readers to the Existing Conditions Reports prepared in Task 2.3.

**2.5.6.1** Calculate future intersection turning movement and pedestrian and bicycle volumes for the preferred community plan alternative for each planning area. All study area intersections will be analyzed for the “Preferred Alternative.” For all other alternatives, analysis will focus on potential “hot spots:” locations with poor existing level of operation (LOS E or F) and areas with significant land use and/or transit service changes.

**2.5.6.2 Pedestrian Facilities** – The consultant team shall evaluate pedestrian safety, accessibility, connectivity, and walkability, in the context of factors such as proposed increases to residential and employment densities and pedestrian-oriented mixed uses that are developed as part of the land use alternatives and preferred land use plan. Complete Streets Level of Service (CSLOS)/Pedestrian LOS will only be performed for the preferred community plan alternative for each planning area.

**2.5.6.3 Bicycle Facilities** – The consultant team shall evaluate bicycle facilities in relation to those included in the City’s Bicycle Master Plan and address deficiencies in the bicycle facilities based on future needs. CSLOS/Bike LOS will only be performed for the preferred community plan alternative for each planning area.

**2.5.6.4 Transit Facilities** – Measure the effectiveness and level of service of transit serving infrastructure, transit service/s, and

transit performance. The consultant team shall also evaluate transit accessibility and transit/land use linkages. CSLOS/Transit LOS will only be performed for the preferred community plan alternative for each planning area.

**2.5.6.5 Traffic Circulation** – Analyze traffic circulation and regional accessibility and evaluate safety, capacity, efficiency, control devices, and level of service at freeways, on-ramps, key intersections and roadway segments along identified traffic circulation corridors for daily and morning, mid-day, and evening peak period conditions. The analysis should also include transportation system performance measures including VMT, VHT, mode share, system and corridor delays, travel times, queuing, and stops. Intersection peak hour and ramp metering analyses will only be performed for the preferred alternative for each planning area. All other (non-preferred) land use and network alternative will be assessed at the roadway/freeway segment ADT level.

**2.5.6.6 Goods Movement** – Evaluate the transportation infrastructure serving truck traffic circulation and accessibility needs.

**2.5.6.7 Parking** – Assess all types of on-street and public off-street parking demand and supply set forth in the Mobility Element of the draft General Plan. The analysis should include an evaluation of costs associated with parking.

**2.5.6.8 Phasing Plan** – Phasing Plan and schedule - Develop a phasing plan and schedule along with supporting traffic analysis for the implementation of identified improvements.

**2.5.7 Draft Community Plan Mobility Element Goals and Policies:** Based on the existing and future conditions analyses, the Consultant team shall

develop policy language that addresses existing and future mobility deficiencies within the community. This language shall be consistent with the policies and objectives included in the draft General Plan's Mobility Element. This task entails, but is not limited to, the following:

- Identifying cost effective measures that address shortfalls in pedestrian/bicycle mobility and are supportive of transit use such as pedestrian crossing opportunities, bicycle parking, and connections to transit stations, etc.
- Identifying cost effective intersection and roadway improvements that address transit, bicycle and pedestrian needs.
- Identifying cost effective measures to improve traffic circulation needs, including TDM measures.
- Identifying cost effective measures to address public and private parking demand and optimize parking supply, including TDM measures.
- Identifying cost effective measures to address goods movement needs.
- Develop Mobility recommendations within the Community Plan Update area.

**2.5.8 Conceptual Streetscape Design:** The consultant team shall prepare conceptual streetscape designs for key streets/street types including, but not limited to, 3-D perspectives; plan views; cross sections of traveled way, sidewalk, and parkway; as needed; to illustrate identified improvements that will be included in the updated community plan.

**2.5.9 Planning Level Cost Estimates:** The consultant team shall prepare planning level cost estimates of the improvements. These improvements shall be based on the preferred land use plan and will be included in the Implementation Element.

**2.5.10 Working Papers, Draft and Final Report and Mobility Element:** The consultant team shall draft a report that document the project process, existing study area conditions, the mobility concepts, the preliminary analysis and screening of the mobility/land use concepts, the detailed community plan alternatives analysis, the mobility recommendations, cost estimates, proposed implementation plan. The consultant team shall draft the Mobility Element (including relevant information from the Mobility Study) that will become part of the Community Plan as well as the draft and final traffic impact studies in accordance with the City's TIS Manual.

The Consultant will provide "Plan-to Ground" and "Plan-to-Plan" analyses to determine the potential traffic impacts associated with the preferred community plan alternative for Southeastern and Encanto planning areas and to compare the proposed Community Plan Update to the Adopted Community Plan. "Plan-to-Ground" analysis of the Adopted Community Plan at the roadway/freeway segment ADT level will be provided (no intersection analysis). The "Plan-to-Plan" analysis will be conducted at the roadway/freeway segment ADT level (no intersection analysis will be performed).

**DELIVERABLES:**

- **Draft and Final Existing Mobility Assessment** to be included in Existing Conditions Reports (Task 2.5.3). Assessment will include:
  - Summary report of relevant research,
  - Draft and final figures and tables summarizing existing conditions data,
  - Count data sheets for all newly collected traffic count data,
  - Count data in electronic format compatible with the City's traffic databases (average daily traffic (APT) counts in Microsoft Excel



format in 15-minute increments compatible with SANDAG format, and manual counts in Petra format using Jamar Technology counter boards),

- Briefing paper(s) on existing conditions,
- Draft and Final existing conditions mobility assessment report and maps illustrating transportation infrastructure deficiencies and levels of service,
- **Draft and Final Community Plan Alternatives Mobility Assessment Report** to be included in Land Use Alternatives Report (Task 2.6.10). This assessment will include:
  - Descriptions, including maps and figures of the Mobility Concepts, and rationale
  - Preliminary Assessment Mobility-Related Evaluation Criteria,
  - Analysis, results, and interpretation of applied mobility-related evaluation criteria,
  - Maps and figures describing Mobility Alternatives to move forward for detailed analysis
- **Documentation of future conditions analysis**, including:
  - Documentation of travel forecast process including calibration, draft and final land use, trip generation, and network inputs for all model runs, and plots and electronic files of final model results,
  - Documentation and electronic files showing future intersection turning movement and pedestrian and bicycle volume calculations for each alternative including maps/figures illustrating future intersection and pedestrian and bicycle volumes Electronic files of all final analyses conducted with software programs (such as Excel, Synchro, VISSIM, Corsim, transit analysis, MMLoS, etc.),

- Draft and Final future conditions analysis results and interpretation (“Plan-to Ground” and “Plan-to-Plan” analyses)
- Microsoft Excel spreadsheet of **planning level cost estimates**,
- **Conceptual streetscape designs** for key streets/street types
- **Draft and Final Mobility Element** to be included in the Draft and Final Community Plan (Task 2.6.11). This will include:
  - Maps depicting the draft mobility element recommendations
  - Draft Mobility Element policy language,
  - Draft and Final analysis, text and tables required for traffic impact study
  - Draft and Final Mobility Report

## 2.6 COMMUNITY PLAN ELEMENTS PREPARATION

**2.6.1 Overall Issues, Vision and Goals:** Consultant shall identify issues and goals related to the plan update process and prepare an outline of those issues and goals. Outcomes, completed as part of the Euclid+Market Land Use and Mobility Plan, as well as the Commercial and Imperial Corridor Master Plan, shall be used as the basis for the development of the vision and goals. As part of the community outreach process in 2.2, consultant shall evaluate the issues and goals of the current community plan and land uses that the community still supports early on in the process. The consultant’s goal should be to utilize as much of the current community plan that still meets the needs and objectives of the community and to minimize the need for developing a completely different plan if not necessary.

**2.6.2 Draft Element Outlines:** Consultant shall develop an outline for each set of the ten (10) plan elements, land use options and travel forecast

analysis for both community plans. It will be the responsibility of City staff to prepare the goals and policies for each element.

**2.6.3 Maps, Figures and Graphics:** Consultant shall develop text and graphics for both community plans. Consultant Team shall develop format and graphics including 3D visualization and GIS maps for inclusion into the plan element sections. Maps and files related to the study area can be found on the City's website at <http://www.sandiego.gov> or through the website of SanGIS at <http://www/sangis.org>. Any additional files or information can be requested and City staff will evaluate the request on a case-by-case basis. Aerial photos may require a licensing agreement with the City at no cost.

**2.6.4 Technical Studies:** Consultant shall prepare technical studies including: air quality, noise, hazardous materials, greenhouse gas emissions for use in the environmental review and document preparation process consistent with the City's California Environmental Quality Act (CEQA) Guidelines for each community plan. The City will use metrics and mitigation measures identified in SANDAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and currently being developed in the City of San Diego Climate Mitigation and Adaption Plan (CMAP).

#### **2.6.4.1 Air Quality**

Existing Conditions: The Consultant shall prepare an air quality analysis that will focus on the criteria pollutants of greatest concern in the San Diego Air Basin (SDAB) including ozone precursors (volatile organic compounds [VOCs] and oxides of nitrogen [NOx]), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), inhalable particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>),

and lead (Pb).. This analysis will be prepared as a CEQA level study for each community plan area.

The analysis will include a description of the existing conditions and the current air quality regulatory environment. The air toxics pollutants of concern within the Community Plan Area, and their known health effects, will also be described. The existing state and federal ambient air quality standards, the SDAB's attainment status with regard to those standards, and applicable County of San Diego Air Pollution Control District *Rules and Regulations*, the *State Implementation Plan (SIP)*, and the *Regional Air Quality Strategy (RAQS)* will be summarized, as appropriate.

Future Conditions: The impacts discussion will begin with a description of the methodology used to estimate criteria air pollutant emissions. Criteria and thresholds for determining the significance for air quality impacts, using the City of San Diego's *CEQA Significance Thresholds*, will be identified as a guide for the assessment of impacts.

The primary focus of the quantitative analysis will be on criteria pollutants generated by mobile and area sources associated with build-out under the proposed Encanto and SESD CPUs. Other sources to be considered will include stationary sources such as energy production. The analysis will assess potential criteria pollutant emissions, including emissions of ozone precursors (NO<sub>x</sub> and VOCs), CO, PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>x</sub>, and lead. Estimates will be based on traffic volumes projected in the traffic analysis prepared by the City's traffic consultant as well as an estimate of the vehicle miles traveled. Short-term emissions resulting from construction

associated with future development pursuant to the proposed Encanto and SESD CPUs will be addressed qualitatively.

A qualitative evaluation of potential air toxics health risks and objectionable odors to sensitive receivers that are associated with the existing uses or proposed uses within the Community Plan Areas on sensitive receptors (i.e., residences, hospitals, schools, parks) will also be prepared.

The analysis will include identification of measures which could be included in subsequent development to reduce criteria pollutants or exposure to air toxics. The effectiveness of goals, objectives and/or policies associated with the proposed Encanto and SESD CPUs, as well as the City's General Plan, will be evaluated.

Lastly, the Consultant shall conduct a consistency analysis to determine if the proposed Encanto and SESD CPUs conform to the *SIP* and *RAQS* in accordance with the procedures set forth by CARB.

The existing conditions assessment will be included in Existing Conditions Report (Task 2.3.2). The results of the future conditions analysis will be included in a technical report to be provided within the appendices of the Program Environmental Impact Report (PEIR).

#### **2.6.4.2 Noise**

Existing Conditions: The Consultant shall prepare a noise analysis of the proposed Encanto and SESD CPUs. To create a baseline, the Consultant shall take measurements of ambient noise levels at up to 10 locations within the Community Plan

Area (5 locations within Encanto and 5 locations within Southeastern). Existing noise sources within the Community Plan Areas will be identified along with areas which are considered sensitive to excessive noise. Existing City, state and federal ordinances and regulations governing noise will be summarized. This analysis will be prepared as a CEQA level study for each community plan area.

Future Conditions: The analysis will consider the effects of stationary- and mobile-source noise related to the proposed Encanto and SESD CPUs on noise-sensitive receptors (e.g. residences, medical, educational and recreational uses). The analysis will assess and describe the existing and projected sources of environmental noise relative to the Encanto and SESD CPUs. Mobile source noise will focus on automobile, freight trains, transit (e.g. buses and trolley), and aircraft. Stationary noise sources to be considered will include manufacturing, loading docks and heating, air conditioning and ventilation (HVAC) systems. The analysis will focus on potential conflicts between increased development along community transportation corridors and proximity to potentially adverse noise levels.

Based on the updated traffic study, the Consultant shall conduct an analysis of projected future traffic noise along major roadway segments in each community. The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) will be used and calibrated against the measured sound level data. The future community noise equivalent (CNEL) contours associated with major roads will be plotted on a Community Plan base map along with any notable stationary noise sources. This information will be used to identify potential exterior and

interior noise impacts. Mitigation measures and/or design guidelines will be provided to reduce noise levels in noise-sensitive areas.

The existing conditions assessment will be included in Existing Conditions Report (Task 2.3.2). The findings of the future conditions analysis will be summarized in a report for inclusion in the PEIR.

#### **2.6.4.3 Hazardous Materials**

Existing Conditions: The Consultant shall complete an Environmental Data Resources (EDR) Area Study of the Community Plan areas. The study will include a search of pertinent Federal, State and local regulatory agency database records. The review will also include historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs. For the purpose of this project, the database search will be limited to the community plan area. This analysis should be prepared as a CEQA level study for each community plan area.

The report will not include issues beyond the scope of the analysis, including but not limited to: human health risk assessment, asbestos-containing materials, underground pipelines, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic risk, industrial hygiene, health and safety, ecological resources, endangered species, mold, indoor air quality including vapor intrusion, and high-voltage power lines, nor will it address

interpretations of zoning regulations, building code requirements, or property title issues.

The Consultant shall utilize the results of the database search to identify hazardous materials known to exist within each of the community plan areas and discuss the potential for unidentified hazardous materials to exist within the community plan areas. The Consultant shall conduct a preliminary field visit to important hazardous materials sites identified during the database research to ascertain their present condition and potential for health risk. In addition, the Consultant shall provide a summary of the local, state and federal laws and regulations governing hazardous materials along with typical remediation measures.

The results of the analysis will be summarized in a separate report for inclusion in the Existing Conditions Report (Task 2.3.2) and PEIR.

#### **2.6.4.4 Greenhouse Gas Emissions Analysis**

The Consultant shall prepare an analysis of potential Greenhouse Gas (GHG) emissions related to implementation of the proposed community plan updates. The analysis will utilize the work anticipated to be completed as a part of the Barrio Logan, Otay Mesa, and Ocean Beach community plan update environmental documents, as well as the work that will be underway for the City's Climate Mitigation and Adaptation Plan (CMAP) to provide an overview of:

1. Existing GHG levels on a local, state and federal level,
2. Predicted emissions and impacts globally and within California,



3. Current regulatory regime in California and the U.S. (including a summary of the City's policy framework for controlling and reducing GHG emissions by the milestone year 2020), and
4. Expected future actions of the state/CARB in regulation of GHG emissions. Significance criteria recommended by City staff will serve as the baseline for evaluating the proposed Community Plan areas.

The Consultant shall use the citywide GHG inventory prepared as a part of the update to the city's CMAP as a starting point, and calculate the existing plan emissions as well as the incremental contribution to the inventory that is anticipated to result for the update to the Community Plan. The incremental change in GHG emissions due to the Southeastern San Diego and Encanto CPUs will be calculated based on information, methodologies, and emission factors recommended by City staff, to be consistent with what was used for the City's CMAP update. GHG emissions will be calculated based on the anticipated build-out of the Community Plan under two scenarios. The first scenario, referred to as "business as usual" (BAU), will be estimated in order to assess the ability of the proposed Community Plan updates to meet the GHG reductions required by AB 32, which requires GHG emissions to be reduced to year 1990 state-wide levels by 2020. The second scenario will include the effect on GHG emissions of state and federal auto emission regulations, energy conservation measures mandated by Title 24 subsequent to 2005, and other mandated GHG programs. The Consultant shall use the CalEEMod Model to quantify direct emissions of

criteria pollutants and GHGs, in addition to indirect GHG emissions for each community planning area.

In addition to identifying impacts associated with the project's GHG emissions, the Consultant shall qualitatively discuss potential impacts of climate change on the environment within the Community Plan areas, including the potential changes in hydrology (precipitation, flooding events, etc.), and public health (heat stress, increased ozone exceedances),

Using work underway for the City's CMAP, the analysis will discuss measures available to achieve further reductions in GHG emissions including proactive measures included in the Encanto and SESD CPUs as well as the City's General Plan and other citywide programs.

The existing conditions assessment will be included in Existing Conditions Report (Task 2.3.2). The results of the future conditions GHG analysis will be presented in a technical report for inclusion in the PEIR.

**2.6.5 Public Facilities & Parks System Strategy:** Consultant shall conduct a public facilities and parks systems strategy including a phasing and financing plan consistent with the draft General Plan's Mobility; Public Facilities, Services and Safety; and Recreation Element's policy goals for each update. The strategy will be included in the Community Plans and the financing and phasing in the Implementation chapter (prepared by City).

**2.6.6 Collocation and Buffer Study:** Consultant shall prepare a co-location and buffer strategy to identify opportunities for employment uses and areas within Southeastern San Diego and the Encanto Neighborhoods appropriate for locating workforce-housing opportunities while

balancing the need to create a buffer between industrial and residential uses.

Consultant shall produce strategies which minimize land use conflicts and preserve the most important types of industrial land, from residential, public assembly, and other sensitive receptor land uses. Factors to be taken into consideration when preparing the strategy include draft General Plan criteria that are located in Appendix C EP-3 of the Economic Prosperity Element.

**2.6.7 Historic Context Statement:** Consultant shall prepare a historic context for the built environment within the plan area consistent with National Register Bulletin 24 by individuals meeting the Secretary of Interior's Professional Qualification for Architectural History or History. The historic context will provide a description of broad patterns of historical development in the plan area and in the broader context of the history of San Diego. The historic context will be used to identify significant themes and will establish a period or periods of significance, eligibility requirements, and integrity thresholds using local, state and national register listing criteria. Preparation of this historic context will require background research at local repositories, and coordination with persons knowledgeable of the community's history. The historic context will be used as a planning tool to inform the community plan updates by making it possible to evaluate resources for land use planning purposes and to identify important aspects of community character. This approach will integrate historic preservation into the broader land use planning process and facilitate future identification of historical resources which will aid planners, property owners, and elected officials in making important land use decisions. The results of the analysis will be summarized in the Existing Conditions Report (Task 2.3.2), and appendices, as needed.

**2.6.8 Archeological Study removed from scope.**

**2.6.9 Water Supply and Demand Assessment Study:** Consultant shall prepare a water supply and demand assessment to ensure there is sufficient water capacity as part of the proposed land use alternatives that is consistent with State Bill (SB) 610. This analysis should be prepared as a CEQA level study for each community plan area. In order to evaluate the potential impact of the proposed project on local and regional water supply, the Consultant shall consult with the Public Utilities Department and review the Urban Water Management Plan to establish a baseline for water supply. Based on the additional demand created by land use changes included in the community plan update, the Consultant shall discuss the ability of the future local, regional and state water supply sources to meet the needs of the region.

**2.6.10 Land Use Alternatives:** Consultant shall develop up to three (3) land use scenarios and a preferred land use alternative for each community planning area as well as specific land use options necessary to address any major areas of contention that arises out of the public input process. A memo will be prepared that summarizes and compares land use and mobility scenarios (from Task 2.5.4) and relative differences in development potential and circulation impacts. This should be based on the work completed as part of the Euclid+Market Land Use and Mobility Plan as well as the Commercial and Imperial Corridor Master Plan and anticipated in the Euclid Avenue Master Plan and National Avenue Master Plan.

**2.6.11 Draft and Final Community Plan Preparation:** Consultant shall prepare graphic formats and layouts for draft and final Community Plan and associated documents. The Plan will include ten community plan elements: Land Use (Housing); Mobility; Urban Design; Economic Prosperity; Public Facilities, Services and Safety; Recreation; Conservation; Noise; Historic Preservation; and Arts and Culture.

## **DELIVERABLES:**

- Overall Issues, Vision and Goals;
- Maps, Figures and Graphics;
- Technical Studies including Air Quality, Noise, Hazardous Materials, Greenhouse Gas Emissions;
- Historic Context Statement;
- Water Supply and Demand Assessment Study;
- Land Use Alternatives; and
- Draft and Final Community Plan format and graphics.

## **2.7 ATTEND DECISION-MAKING HEARINGS**

Consultant shall prepare and attend the following meetings:

- Up to Four (4) Planning Commission Workshops and Hearings
- Up to Two (2) Historical Resources Board Workshops and Hearings
- Up to one (1) Park and Recreation Board Workshop
- Up to two (2) City Council Land use and Housing Hearings
- Up to Four (4) City Council Hearings

**Summary of Deliverables, by Phase and Topic**

<i>Existing Conditions</i>	<i>Alternatives</i>	<i>Preferred Alternative</i>	<i>Community Plan</i>	<i>EIR Support</i>
<p><b>Existing Conditions Report:</b></p> <ul style="list-style-type: none"> <li>• 2.3.2 Existing Conditions Report, which will include the following:               <ul style="list-style-type: none"> <li>– 2.3.4: Existing Facilities</li> <li>– 2.5.3: Mobility Assessment</li> <li>– 2.6.4.1: Air Quality</li> <li>– 2.6.4.2: Noise</li> <li>– 2.6.4.3: Hazardous Materials</li> <li>– 2.6.4.4: Greenhouse Gas Emissions</li> <li>– 2.6.7: Historic Context Statement</li> </ul> </li> </ul>	<p><b>Draft and Final Alternatives Report:</b></p> <ul style="list-style-type: none"> <li>• 2.5.4: Mobility Concepts</li> <li>• 2.6.10: Land Use Alternatives</li> <li>• 2.5.8: Conceptual Streetscape Designs</li> </ul>	<p><b>Preferred Alternative Report/Memo:</b></p> <ul style="list-style-type: none"> <li>• Land Use</li> <li>• Mobility</li> <li>• Streetscape Design</li> </ul>	<p><b>Community Plans:</b></p> <ul style="list-style-type: none"> <li>• Overall Vision, Issues and Goals</li> <li>• Plan outlines</li> <li>• Technical work pieces as outlined in the scope</li> <li>• Maps and graphics</li> <li>• Layout, and draft and final community plans</li> </ul>	<p><b>Technical Memos:</b></p> <ul style="list-style-type: none"> <li>• 2.5.6: Mobility Assessment</li> <li>• 2.6.4.1: Air Quality (future conditions tables and analysis)</li> <li>• 2.6.4.2: Noise (future noise contours and analysis)</li> <li>• 2.6.4.4: Greenhouse Gas Emissions (future projections tables and analysis)</li> <li>• 2.6.9: Water Supply and Demand Assessment</li> </ul>
2.4.1: <b>Market Demand Analysis</b>		2.4.4: <b>Economic and Fiscal Impact Analysis</b>		
		2.4.3: <b>Financial Feasibility Testing</b>		
		2.4.2: <b>Green Building and Affordable Housing Density Bonus Incentives</b>		

*In addition to the deliverables listed above, workshop materials, and summaries of community workshops and meetings will be prepared as described in Task 2.2.*

**Southeastern San Diego Community Plan Update  
BUDGET BY TASK**

	<i>Task 2.1</i>	<i>Task 2.2</i>	<i>Task 2.3</i>	<i>Task 2.4</i>	<i>Task 2.5</i>	<i>Task 2.6</i>	<i>Task 2.7</i>	<b>TOTAL</b>
	<i>Project Management and Administration</i>	<i>Community Outreach &amp; Community Planning Group</i>	<i>Existing Conditions Analysis &amp; Assessments</i>	<i>Economic Feasibility Analysis</i>	<i>Mobility Planning and Analysis</i>	<i>Community Plan Elements Preparation</i>	<i>Attend Decision-Maker Hearings</i>	
<b>Dyett &amp; Bhatia</b>								
Labor	16,450	88,430	20,400	19,585	44,615	186,900	16,620	<b>393,000</b>
Direct Costs - Travel	16,800							16,800
Direct Costs - Printing	12,000							12,000
Direct Costs - Other (Mailing, etc.)	1,010							1,010
<b>Sub-Total</b>	<b>46,260</b>	<b>88,430</b>	<b>20,400</b>	<b>19,585</b>	<b>44,615</b>	<b>186,900</b>	<b>16,620</b>	<b>422,810</b>
<b>Chen/Ryan Associates</b>	-	-	-	-	<b>149,340</b>	-	-	<b>149,340</b>
<b>RECON (AQ, Noise, GHG, Historic)</b>	-		-	-	-	<b>64,915</b>	-	<b>64,915</b>
<b>MW Steele Group Inc.</b>						<b>60,000</b>		<b>60,000</b>
<b>Keyser Marston Associates</b>	-	-	-	<b>70,435</b>	-	-	-	<b>70,435</b>
<b>Spurlock Poirier Landscape Arch.</b>					<b>30,000</b>			<b>30,000</b>
<b>Dexter Wilson</b>						<b>15,000</b>		<b>15,000</b>
<b>Ninyo &amp; Moore</b>						<b>13,000</b>		<b>13,000</b>
<b>Native Tongue</b>		<b>4,000</b>						<b>4,000</b>
<b>TOTAL FEE</b>	<b>46,260</b>	<b>92,430</b>	<b>20,400</b>	<b>90,020</b>	<b>223,955</b>	<b>339,815</b>	<b>16,620</b>	<b>829,500</b>

Direct costs in the project budget include reimbursable expenses, including but not limited to: air or auto travel, hotel, parking, car rental, meals during out-of-town travel, printing, mailing, and other similar expenses. These are billed at no mark-up.

Hourly rates may be adjusted during the course of the contract, but the total amount shall not change.

Additional services beyond those identified in the scope of work will be provided at the market billing rates of the firm at the time the additional services are requested.

Dyett & Bhatia reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

Project: Southeastern San Diego Community Plan Update  
 Date: Thu 7/5/12

ID	Task Name	Duration	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	
1	<b>2.1 PROJECT MANAGEMENT</b>	<b>36 mons</b>															
2	<b>2.2 COMMUNITY OUTREACH &amp; COMMUNITY PLANNING GROUP PARTICIPATION</b>	<b>36 mons</b>															
30	<b>2.3 EXISTING CONDITIONS ANALYSIS &amp; ASSESSMENTS</b>	<b>12 mons</b>															
33	<b>2.4 ECONOMIC FEASIBILITY ANALYSIS</b>	<b>24 mons</b>															
38	<b>2.5 MOBILITY PLANNING AND ANALYSIS</b>	<b>24 mons</b>															
49	<b>2.6 COMMUNITY PLAN ELEMENTS PREPARATION</b>	<b>36 mons</b>															
68	<b>2.7 ATTEND DECISION-MAKING HEARINGS</b>	<b>36 mons</b>															



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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- I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. *Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*
- II. Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

III. **Equal Employment Opportunity Outreach Program**. Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:

- a. 20% participation – 5 points
- b. 25% participation – 10 points
- c. SLBE or ELBE as prime contractor – 12 points

2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

B. Subcontractor Participation List. The Subcontractor Participation List (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of

Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the evaluation process. A maximum of 13 additional points will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$2.75 million – Construction
- \$1.5 million – Specialty Construction
- \$1.5 million – Goods/Materials/Services
- 1.0 million – Trucking
- \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

#### **VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:

ELBE, SLBE

Caltrans:

DBE, SDBE, SWBE

Dept. of General Services:  
CA Public Utilities Commission:  
City of Los Angeles:  
SD Regional Minority Supplier Diversity Council:

DVBE  
MBE, WBE  
DBE, WBE, MBE  
MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



OFFICE(S) or BRANCH(ES): San Francisco COUNTY: San Francisco

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						1	1		
Professional						3					4	6		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						2						2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column					1	5					5	9		
--------------------	--	--	--	--	---	---	--	--	--	--	---	---	--	--

Grand Total All Employees 20

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														





## Subconsultant List

Name and Address of Subcontractors	Scope of Work	Percent of Contract	SLBE/ELBE (*MBE/WBE/ DBE/DVBE/ OBE)	**Where Certified
<b>Chen Ryan Associates</b> 5116 Los Altos Court San Diego, CA 92109	<ul style="list-style-type: none"> <li>• Mobility Analysis and Concept Plan</li> <li>• Tasks 2.2, 2.6, 2.6.11, and 2.7</li> </ul>	16.5%	WBE DBE SLBE	Pending approval
<b>Keyser Marston Associates, Inc.</b> 1660 Hotel Circle North, Suite 716 San Diego, CA 92108	<ul style="list-style-type: none"> <li>• Economic Analysis</li> <li>• Tasks 2.2, 2.4, and 2.7</li> </ul>	10%	None	N/A
<b>MW Steele Group</b> 1805 Newton Avenue, Suite A San Diego, CA 92113	<ul style="list-style-type: none"> <li>• Urban Design and Community Outreach</li> <li>• Tasks 2.2, 2.3.2, and 2.6</li> </ul>	9%	SBE	State of California #44090
<b>RECON Environmental</b> 1927 Fifth Avenue San Diego, CA 92101	<ul style="list-style-type: none"> <li>• Environmental Consultants</li> <li>• Tasks 2.3.3, 2.6.4, 2.6.7, and 2.6.8</li> </ul>	8%	None	N/A
<b>Spurlock Poirier Landscape Architects</b> 2122 Hancock Street San Diego, CA 92110	<ul style="list-style-type: none"> <li>• Landscape Architecture</li> <li>• Tasks 2.2, 2.3.2, 2.5.8, 2.6.5, and 2.6.11</li> </ul>	6%	SLBE SBE	State of California SLBE #11SP0208 SBE #18279
<b>Dexter Wilson Engineering, Inc.</b> 2234 Faraday Avenue Carlsbad, CA 92008	<ul style="list-style-type: none"> <li>• Water and Sewer Analysis</li> <li>• Tasks 2.3.4 and 2.6.9</li> </ul>	2%	DVBE SBE	State of California DVBE #51487 City of San Diego SBE #19162
<b>Ninyo &amp; Moore</b> 5710 Ruffin Road San Diego, 92123	<ul style="list-style-type: none"> <li>• Hazardous Materials Analysis</li> <li>• Task 2.6.4.3</li> </ul>	1.5%	MBE	San Diego Regional Minor- ity Supplier Development Council #SD03159
<b>Native Tongue Tutoring &amp; Instruction</b> 8755 Gilman Drive #C La Jolla, CA 92037	<ul style="list-style-type: none"> <li>• Translation and Interpreting Services</li> <li>• Task 2.2</li> </ul>	0.5%	SLBE MBE	Pending approval

## Subconsultant Summary Data

Subconsultant's legal name and address	Addresses of offices located in San Diego County	# of years that subconsultant has maintained office in San Diego County	# of employees in San Diego County	City of San Diego Business License Number	Name, title, address, telephone number, and e-mail address of subconsultant's contact person	Approximate % of overall project cost for each proposed subconsultant
<b>Chen Ryan Associates</b> 5116 Los Altos Court San Diego, CA 92109	<b>Chen Ryan Associates</b> 5116 Los Altos Court San Diego, CA 92109	<1	2	B2011024369	Sherry Ryan, Principal PO Box 1062, La Jolla, CA 92038 (858) 349-5330 sryan@chenryanmobility.com	16.5%
<b>Keyser Marston Associates, Inc.</b> 1660 Hotel Circle North, Suite 716 San Diego, CA 92108	1660 Hotel Circle North, Suite 716 San Diego, CA 92108	33	8	B1994011624	Gerald M. Trimble, Managing Principal Keyser Marston Associates, Inc. 1660 Hotel Circle North, Suite 716 San Diego, CA 92108 619-718-9500 gtrimble@keysermarston.com	10%
<b>MW Steele Group</b> 1805 Newton Avenue, Suite A San Diego, CA 92113	1805 Newton Avenue, Suite A San Diego, CA 92113	28	11	B1983015139	Mark W. Steele FAIA, AICP, President 1805 Newton Avenue, Suite A San Diego, CA 92113 (619) 230-0325	9%
<b>RECON Environmental</b> 1927 Fifth Avenue San Diego, CA 92101	1927 Fifth Avenue San Diego, CA 92101	40	117	B1979052367	Lisa Lind, Principal RECON Environmental 1927 Fifth Avenue San Diego, CA 92101 (619) 308-9333 llind@reconenvironmental.com	8%
<b>Spurlock Poirier Landscape Architects</b> 2122 Hancock Street San Diego, CA 92110	2122 Hancock Street San Diego, CA 92110	23	16	B1988009857	Leigh Kyle, Principal, Project Manager 2122 Hancock Street San Diego, CA 92110 (619) 681-0090 x123 lkyle@sp-land.com	6%
<b>Dexter Wilson Engineering, Inc.</b> 2234 Faraday Avenue Carlsbad, CA 92008	2234 Faraday Avenue Carlsbad, CA 92008	23	11	N/A	Andrew Oven, Project Engineer 2234 Faraday Avenue Carlsbad, CA 92008 (760) 438-4422 andrew@dwilsoneng.com	2%
<b>Ninyo &amp; Moore</b> 5710 Ruffin Road San Diego, 92123	5710 Ruffin Road San Diego 92123	25	95	B1986010793	Mr. C. Wood Hays, Principal Environmental Manager 5710 Ruffin Road San Diego, 92123 (858) 576-1000 x1299 whays@ninyoandmoore.com	1.5%
<b>Native Tongue Tutoring &amp; Instruction</b> 8755 Gilman Drive #C La Jolla, CA 92037	8755 Gilman Drive #C La Jolla, CA 92037	2	1	B2010018391	Fabian Londono, Interpreter/Translator 8755 Gilman Drive #C La Jolla, CA 92037 (858) 246-7929	0.5%



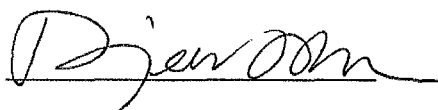
CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: City of San Diego Southeastern Community Plan Update

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

FIRM NAME: Dyett & Bhatia, Urban and Regional Planners

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed   
Printed Name Rajeev Bhatia  
Title Principal  
Date December 15, 2011

**City of San Diego**  
**Consultant Performance Evaluation**

**EXHIBIT F**

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

<b>1. PROJECT DATA</b>		<b>2. CONSULTANT DATA</b>	
1a. Project (title, location and CIP No.): Southeastern San Diego Community Plan Update 1b. Brief Description: Update to the Southeastern Community Plan 1c. Budgeted Cost:\$829,500		2a. Name and address of Consultant: Dyett & Bhatia 755 Sansome Street, Suite 400   San Francisco, CA 94111 2b. Consultant's Project Manager: Jean Eisberg Phone ( 415 ) 956-4300 X33	
<b>3. CITY DEPARTMENT RESPONSIBLE</b>			
3a. Department (include division): Development Services Department, Planning Division		3b. Project Manager (address & phone): Lara Gates 1222 First Avenue, MS-413 619-236-6006	
<b>4. CONTRACT DATA (DESIGN AND CONSTRUCTION)</b>			
<b>4. Design</b>			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:	
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
		_____ %	_____ %
<b>5. Construction</b>			
5a. Contractor _____ <i>(name and address)</i>		Phone ( ) _____	
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____	
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____	
		Changed Scope _____ % of const. cost \$ _____	
		Changes Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
<b>6. OVERALL RATING (Please ensure Section II is completed)</b>			
	Excellent	Satisfactory	Poor
6a. Plans/specification accuracy.....	_____	_____	_____
Consistency with budget.....	_____	_____	_____
Responsiveness to City Staff.....	_____	_____	_____
6b. Overall Rating _____			
<b>7. AUTHORIZING SIGNATURES</b>			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

**Section III**

**SUPPLEMENTAL INFORMATION**

Please ensure to attach additional documentation as needed.

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



# City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: [Redacted]

[ID Number will be provided by City]

**Firm Info:**

Firm Name: Dyett & Bhatia, Urban and Regional Planners

Doing Business As: [Redacted]

Firm Address: 755 Sansome Street, Suite 400

City: San Francisco State: CA Zip: 94111

Phone: (415) 956-4300 Fax: (415) 956-7315

Taxpayer ID: [Redacted] Business License: [Redacted]

Website: www.dyettandbhatia.com

**Contact Info:**

Contact Name: Rajeev Bhatia

Title: Principal

Email: rajeev@dyettandbhatia.com

Phone: (415) 956-4300 x15 Cell: [Redacted]

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

**Contractor Licenses (if applicable)**

License Number: [Redacted] License Type: [Redacted]

License Number: [Redacted] License Type: [Redacted]

License Number: [Redacted] License Type: [Redacted]



Product/Services Description:

Firm Name:

Dyett & Bhatia

General Plan, EIR, Zoning, Land Use, Station Area Plan, Specific Plan, Downtown Plan, and Design Guidelines

Product/Services Information:

NIGP Codes:

541620, 541320, 541360, 541430

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
	<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity:

\*Asian American

\* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification: \*DBE, SBE

\* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency?  No  Yes (enter Certification Number and Certifying Agency below)

Certification #: 32450

Agency: DBE San Francisco Municipal Transit Authority

Certification #: 14630

Agency: SBE State of California

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/ 236-5904

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

City of San Diego Southeastern Community Plan Update

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**B. BIDDER/CONTRACTOR INFORMATION:**

Dyett & Bhatia, Urban and Regional Planners	N/A		
Legal Name	DBA		
755 Sansome St. Ste. 400	San Francisco	CA	94111
Street Address	City	State	Zip
Rajeev Bhatia, President and Principal	(415) 956-4300 x15		(415) 956-7315
Contact Person, Title	Phone		Fax

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 12/31/1975 State of incorporation: California

List corporation's current officers: President: Rajeev Bhatia  
Vice Pres: Michael V. Dyett  
Secretary: Leslie Gould  
Treasurer: Michael V. Dyett

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

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**Limited Liability Company** Date formed:  / / State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

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**Partnership** Date formed:  / / State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_\_\_  
List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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**Joint Venture** Date started: \_\_\_\_\_  
List each firm in the joint venture and its percentage of ownership:

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE::**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?  
 Yes     No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?  
 Yes     No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:      This document is submitted as:**

- Initial submission of *Contractor Standards Pledge of Compliance*.  
 Update of prior *Contractor Standards Pledge of Compliance*    dated: 6/21/2010

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.
- (g)

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Rajeev Bhatia, Principal  
Print Name, Title

  
Signature

December 15, 2011  
Date

**INSTRUCTION SHEET FOR**  
**DISCLOSURE DETERMINATION FOR CONSULTANT**  
**(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:



1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

### DISCLOSURE DETERMINATION FOR CONSULTANT

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

- 1. Department / Board / Commission / Agency Name: Development Services Department
- 2. Name of Specific Consultant & Company: Dyett & Bhatia
- 3. Address, City, State, ZIP: 755 Sansome Street, Suite 400 San Francisco CA 94114 
- 4. E-mail Address: Rajeev@dyettandbhatia.com
- 5. Date of Assuming Office: 9/6/2012
- 6. Project Title (as shown on 1472, "Request for Southeastern San Diego Community Plan Council Action"): Update 
- 7. Consultant Duties for Project: Land Use and Mobility Planning

8. Disclosure Determination [select applicable disclosure requirement]:

Check Box  Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

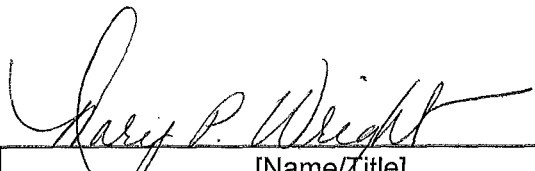
- or -

Check Box  Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Check Box  Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

Check Box  Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

  
 \_\_\_\_\_  
 [Name/Title]  
 Mary P, Wright, Deputy Director, DSD

\_\_\_\_\_  
 [Date]  
 July 5, 2012



## **DEFINITION OF “CONSULTANT”**

2 California Code of Regulations defines a “consultant” as an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

An individual “serves in a staff capacity” if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a “staff capacity.” The length of the individual’s service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City’s conflict of interest code.

An individual “participates in making a governmental decision” if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
CITY OF SAN DIEGO  
**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-322

**COMPANY INFORMATION**

Company Name: Dyett & Bhatia, Urban and Regional Planners	Contact Name: Rajeev Bhatia
Company Address: 755 Sansome Street, Suite 400, San Francisco, CA 94111	Contact Phone: (415) 956-4300
	Contact Email: rajeev@dyettandbhatia.com

**CONTRACT INFORMATION**

Contract Title: City of San Diego Southeastern Community Plan Update	Start Date: July 2012
Contract Number (if no number, state location): H125615	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide or maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, chi care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration)

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired

I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Rajeev Bhatia

12/15/11

Name/Title of Signatory

Signature

Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: EBO Analyst:  Approved  Not Approved - Reason: